

**FY 24-25
Board of
Directors**

HANDBOOK

CWP **CAPITAL
WORKFORCE
PARTNERS**

CLOSING THE SKILLS GAP
Find • Retain • Grow

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History of Workforce Development

In 1913, the **United States Department of Labor (USDOL)** was created in response to pressure from organized labor. Its goals, according to the statute, were to "foster, promote and develop the welfare of wage-earners, to improve their working conditions, and to advance their opportunities for profitable employment."

In 1933, President Franklin D. Roosevelt's administration gave birth to the series of programs called the **New Deal** between 1933 and 1937, with the goal of relief, recovery and reform of the United States economy during the Great Depression. Some of these programs were the **Civil Works Administration (CWA)**, the **Federal Emergency Relief Administration (FERA)**, and the **Works Progress Administration (WPA)**. The plan of the **Civilian Conservation Corps (CCC)** was to put 500,000 unemployed youth to work in forests, parks, and range lands, operating from hundreds of labor camps throughout the United States.

In 1933, the **Wagner-Peyser Act** created the first public labor exchange service, matching workers with jobs. This national employment system provided federal grants to states which agreed to affiliate their employment services with the **United States Employment Service (USES)**. This act and its subsequent amendments still govern much of the funding of, and the mandatory services provided by, the Employment Security Department to this day, in serving the needs of Washington State's workforce and business community. After this historical survey, we'll be covering Wagner-Peyser's significance today in much more detail.

1940s and '50s World War II created an economic surge which effectively ended the Great Depression. However, support for job programs resumed after the war, as the boom caused by war-time employment gave way to painful restructuring and the need to retool for a peace-time economy.

From the 1960s onward, the federal government embarked on a series of job-training programs for the unemployed and economically disadvantaged. These programs provided a combination of remedial education, vocational training, on-the-job training, subsidized work experience, basic life-skills training, and job search assistance.

Programs funded under the **Manpower Development and Training Act of 1962 (MDTA)** were originally intended to retrain workers dislocated by technological advances. When Congress passed the Act, its major concern was not poverty, but "structural unemployment." Policymakers perceived that old industries were dying and new ones were taking their place. As a consequence, federal resources were marshaled to retrain workers for new jobs in new industries. Over time, however, MDTA was converted into a job-training program primarily targeting economically disadvantaged persons.

Another early driver for workforce development programs was the federal **Economic Opportunity Act of 1964 (EOA)**, the cornerstone of President Johnson's War on Poverty. Many of the local **Community Action Programs (CAPs)** funded under the EOA conducted neighborhood-based employment and training programs. The EOA also stressed the "maximum feasible participation" of local neighborhoods in program design and implementation, which introduced notions of community input, governance and control. This principle would, with intermittent exceptions, become a feature of most workforce development programs introduced by the federal government over the next forty years.

In the late 1960s, community development corporations (**CDCs**) began to take root, with funding from the **Office of Economic Opportunity**. The early CDCs often included employment and training programs as part of a strategy to rebuild the economies of distressed neighborhoods, building the community infrastructure for job-related services.

In 1973, MDTA programs were superseded by the **Comprehensive Employment and Training Act (CETA)**, designed in part to take advantage of these community-based trends, and decentralize control of federally

sponsored job-training programs. While **MDTA** was a categorical program, with service providers funded directly by the federal government, **CETA** was a hybrid block grant program. It gave local units of government substantial autonomy to administer basic training components. **CETA** also included categorical programs for specific target groups and for public service employment. Over time, **CETA** became increasingly regulated. Nearly a decade later, charges of corruption and mismanagement contributed to Congress's decision to replace **CETA** with the **JTPA**.

In 1983, the **Job Training & Partnership Act (JTPA)** was passed. It focused on low-income people, and gave a much more prominent decision-making role to the private sector. In addition, **JTPA** created a new local governance structure (the **Private Industry Councils** or **PICs**) and eliminated public sector employment, a core element of **CETA**. In the mid-1990s, USDOL'S **Employment & Training Administration (ETA)** began giving states and local areas grants funded by national **Employment Service (ES)** funding, to develop and implement one-stop shops for workforce services. This was an idea which was to come into its own with JPTA's successor.

Workforce Investment Act and the One-Stop Approach:

In 1998, the **Workforce Investment Act (WIA)**, which superseded the JTPA, was signed into law. WIA emphasized the "one-stop" approach, which provided an array of job-training, education, and employment services to communities. In contrast to the JTPA, state and local governments were given authority to tailor the content of job-training programs to meet their specific needs.

What are Board Members' and Management's Expectations?

Both the Board of Directors and the management of Capital Workforce Partners (CWP) understand that to support the effective governance work of the board, both have a responsibility to ensure that CWP can effectively implement its mission. The following expectations are for information purposes to assist the board and management in effectively implementing the work of the board.

Board of Directors:

As a member of the Board of Directors of Capital Workforce Partners, we have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. Board members are expected to believe in the purpose and the vision/mission of the organization and to act responsibly and prudently as stewards of CWP.

As part of the responsibilities of a board member:

1. Individual board members will interpret the organization's work and values to the community, represent the organization, and act as a spokesperson.
2. Individual board members will attend at least 75% of board and committee meetings. Board members will advise the Board Chair or the CEO/President in advance of when they cannot attend a board meeting. It is understood that three or more consecutive missed meetings may be cause for dismissal from the Board of Directors.
3. Board members will act in the best interests of the organization, adhere to the Board Conflict of Interest policy signed by all board members and excuse themselves from discussions and votes where a conflict of interest is present.
4. Individual board members will stay informed about what is going on in the organization and will ask questions and request information. Members will participate in and take responsibility for making decisions on issues, policies and other board matters.
5. Each board member will contribute relevant expertise and experience to develop programs, projects, and activities to achieve Capital Workforce Partners' vision/mission.
6. Each board member will choose a board committee on which to serve.
7. Board members will work in good faith with management and other board members as partners toward achievement of CWP's goals.
8. If a board member does not fulfill these commitments to the organization, the Board Chair will contact the board member to discuss Board member responsibilities and determine if participation on the CWP board continues to be mutually beneficial.

Capital Workforce Partners Management:

To support the governance work of the Board, the management of CWP has a responsibility to provide the Board with the tools necessary to implement their work. These tools will be provided on a timely basis and in

a manner, that is conducive to effective decision-making. Capital Workforce Partners is responsible to the Board of Directors in the following ways:

1. Board members will be sent all Board materials one week in advance via the website and other means. These materials will include (but not be limited to) Board and committee minutes, financial statements, and other relevant materials to assist them in performing their duties and to meet the “prudent person” standards of the law.
2. Board members will be sent quarterly and annual financial statements, the annual audit, and the 990 forms to enable them to carry out the fiduciary responsibilities of the board.
3. Board members will be offered opportunities to discuss the organization’s programs, goals, and status with the CEO/President and Board Chair. Board members may also request such opportunities.
4. The organization will assist board members to perform their duties by keeping them informed about issues in the industry and field in which CWP is working, and by offering board members opportunities for professional development in support of the governance function.
5. Board members and management will respond straightforwardly to questions that are necessary to carry out the fiscal, legal, and moral responsibilities to this organization. Board members and management will work in good faith with each other toward achievement of CWP goals.
6. If the organization does not fulfill its commitments, a board member may call on the Board Chair and CEO/President to discuss the organization’s responsibilities to the board of directors.
7. I will strive to maintain an organization that is free from illegal discrimination and harassment. I will not engage in discriminatory or harassing conduct, in my interactions with CWP board members, staff or individuals attending events.

Who are the Officers and Committee Leadership?

2024-2025 Officers

- Richard McGeary, Chair
- Fiona Mohring, Vice Chair
- Jennifer DiBella, Vice Chair
- Stephen Vaughan, Treasurer
- Phillip Montgomery, Secretary

Board Standing Committees

Finance & Audit

Stephen Vaughan, Chair
TBD, Vice Chair

Services

Todd Andrews, Chair
Tracy Nixon-Moore, Vice Chair

Governance

Thomas Mongellow, Chair
Mayor Erin Stewart, Vice Chair

Executive

Rich McGeary, Chair

What is Committee Detailed Description?

Executive Committee

Composition: The Executive Committee of the Board of Directors shall consist of the four elected officers of the Board of Directors, Immediate Past Chairperson of the Board of Directors and one designee of the Consortium Council.

Purpose and Duties: The Executive Committee shall be responsible for acting as a standing committee in support of, or on occasion in place of, the full Board of Directors. All recommendations shall be forwarded to the full Board of Directors for action, except where the Board of Directors has delegated authority to act on its behalf. The Executive Committee shall also:

- Serve as the strategic planning body of the Board of Directors, making recommendations for Board of Directors discussion and approval
- Monitor the implementation of the Strategic Plan
- Establish metrics for strategic plan implementation
- Update the strategic plan as needed
- Oversee the overall assessment of the work performed by Capital Workforce Partners
- Oversee the effective implementation of the Results Based Accountability process
- Monitor the Connecticut Department of Labor common measures and performance standards
- At the discretion of the Chairperson, vet items that contribute to the good and welfare of Capital Workforce Partners and make recommendations to the Board of Directors for action
- Approve the Board of Directors meeting agenda
- Annually review the corporation's executive compensation practices
- Establish the Chief Executive Officer's compensation based on a performance appraisal of the Chief Executive Officer approved by the Committee.

All powers executed by the Executive Committee, where authority to do so was explicated granted by the Board of Directors, must also be ratified by the full Board of Directors. All Executive Committee meetings will be open for any Board member to attend but shall have no vote except in their position at the full Board of Directors meetings.

Finance and Audit Committee

Composition: The Chairperson shall be the Treasurer of the Board of Directors

Purpose and Duties: To oversee budget development and monitoring, to engage an annual auditor, and to review and oversee legal and administrative compliance issues regarding all CWP practices and policies. The Committee shall review and recommend the implementation of adequate financial controls and accurate tracking, monitoring, and accountability for funds. It shall also review and approve managements recommended action for all grant opportunities and shall provide guidance on resource development matters.

Governance Committee

Composition: The Vice Chairperson will be appointed by the Consortium Council.

Purpose and Duties: To oversee the functionality, communications capabilities and performance of the Board of Directors, and to determine whether and how the board is fulfilling its responsibilities. The Committee

shall inform the Board of the Board's success in meeting its mission and goals. It shall also review, revise and articulate the mission and goals of the Board of Directors, and shall recruit suitable individuals for membership on the Board of Directors.

Services Committee

Purpose and Duties: To oversee the long-and short-term development of the American Job Center One-Stop Services System in North Central Connecticut, the One-Stop Operating Consortium, and contract compliance and performance management of WIOA and all Adult and Youth grant funded services that support jobseekers and Business customers. The Committee shall adopt operational policies for program implementation. It shall also monitor the Corporation's performance pursuant to WIOA recommendation for Board approval the One-Stop operator and shall participate in all service procurement processes and recommend to the Board on service provider financial allocations. The Committee shall appoint members to the One-Stop Consortium and shall oversee the continuous improvement of employer services.

What is the Meeting Schedule for the Year?

All meetings start at 8am

2024

Thursday, September 19, 2024 (In-Person) New Board Member Orientation, Hartford AJC 8a.m.

Wednesday, September 25, 2024 (In-Person & Zoom) 8a.m.

Wednesday, October 16, 2024 CWP Financial Review 8a.m. via Zoom

Wednesday, November 20, 2024 (In-Person & Zoom) 8a.m.

2025

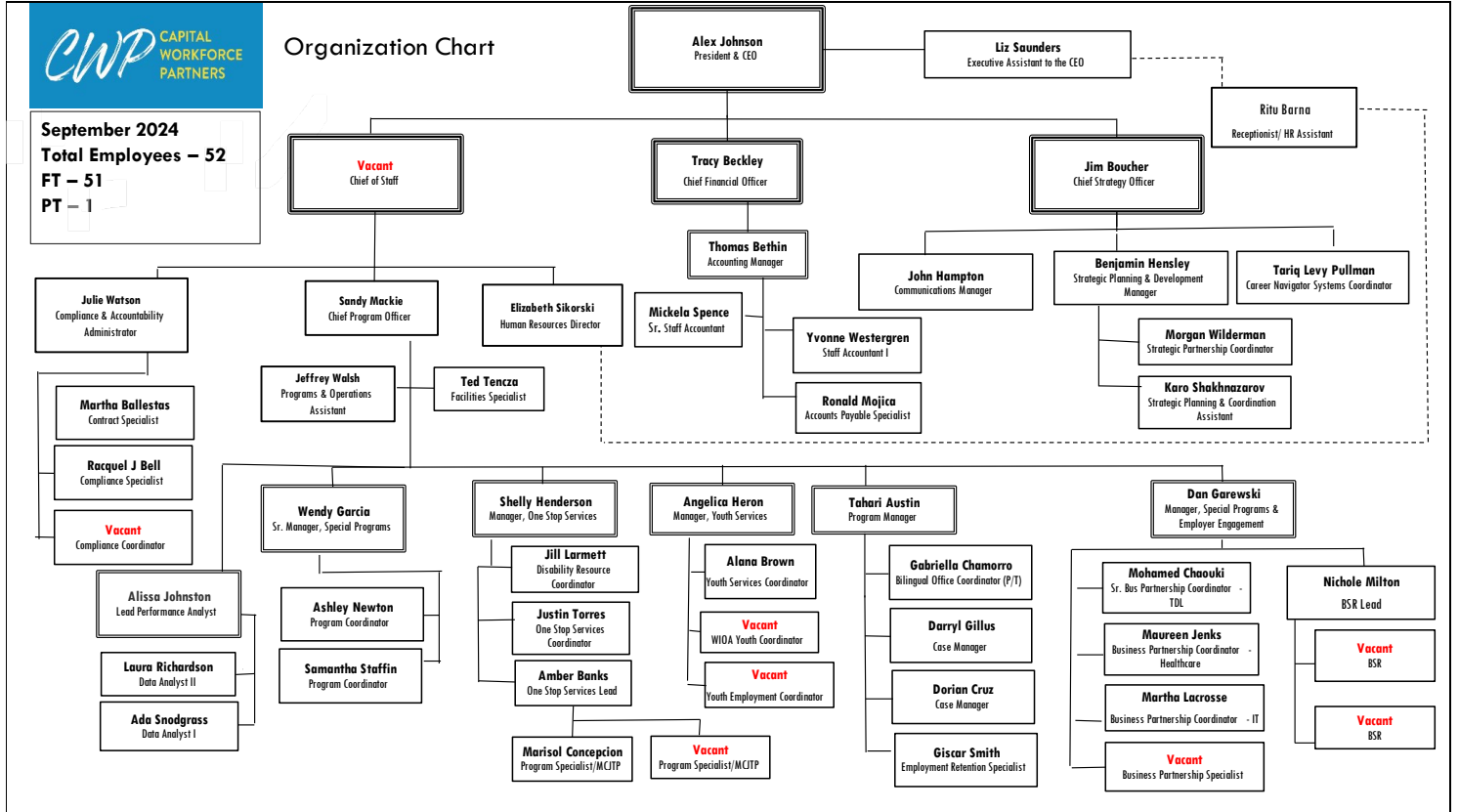
Wednesday, January 29, 2025 (In-Person & Zoom) 8a.m.

Wednesday, March 26, 2025 (In-Person & Zoom) 8a.m.

Wednesday, May 28, 2025 (In-Person & Zoom) 8a.m.

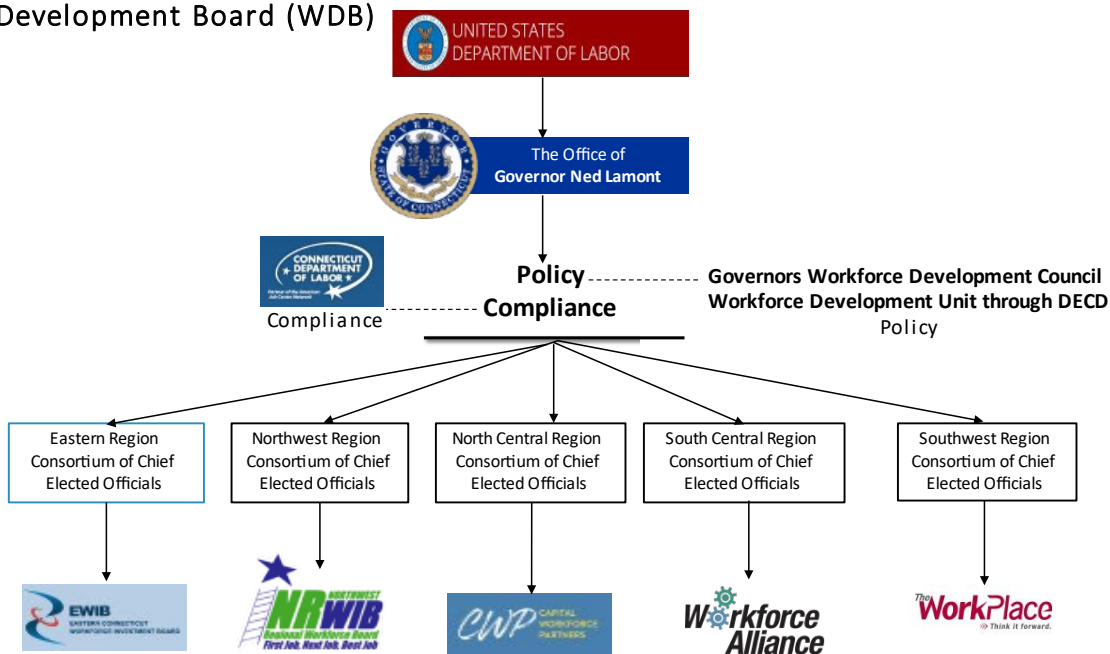
Friday, June 27, 2025 (In-Person) 8a.m.

Staff Organizational Chart



Workforce Development Board (WDB) Structure

Workforce Development Board (WDB) Structure



WIOA Consortium of Chief Elected Official Organizational Structure



WIOA Consortium of Chief Elected Official Organizational Structure

Path to the Future

I am excited to lead CWP on its “Path to the Future.”



Ensuring that we have a clear vision to guide us on this path was a necessary first step for our organization. With our vision set earlier this year, we are now working to be responsive to the needs of job seekers and employers while simultaneously aiming confidently to ***be the premiere organization that drives closing the skills gap.***

Our next step on the path is to ensure that the organization is aligned to this vision. This way, we can remain focused on accomplishing today that which helps us achieve our vision tomorrow. This ***CWP Strategic Planning and Execution:*** The document is an overview of how CWP has readied itself to align to its vision and carry out its mission of leveraging public and private resources to produce skilled workers for a competitive regional economy in a more strategic manner.

The document includes over-arching, multi-year Strategic Objectives for each of the four perspectives of our organization – People, Operational, Financial, Services – that define how we will achieve our vision. In addition, an appendix is included that provides details of annual Strategic Goals for each of the next three years along with performance measurement criteria. As this is a path that we are traveling together, I believe it is necessary for shared growth and understanding to make this multi-year information available to you.

We have much work to do on this “Path to the Future,” but it is ***our*** path to walk together. I look forward to accomplishing great things with you along the way.

Sincerely,

Handwritten signature of Alex Johnson in blue ink.

Alex Johnson

President/CEO

Capital Workforce Partners

Strategic Objectives

Path to the Future
The Premiere Organization that Drive Closing the Skills Gap

Signposts:
- Increase Job Seeker Certifications
- Increase Talent to Meet Immediate Middle Skills Needs for Sector Employers

CWP CAPITAL WORKFORCE PARTNERS
CLOSING THE SKILLS GAP
Find • Retain • Grow

Strategic Objectives

CWP CAPITAL WORKFORCE PARTNERS

- People** - Develop and acquire engaged and committed talent
- Financial** - Cultivate and environment that encourages innovation, ensures compliance and develops agility.
- Operational** - Manage resources and process optimally to best serve our customers
- Services** - Build the premiere career pathway system to close the skills gap

North Central Region System Model



Meet Your Board Members

Maureen	Adams	Ex. Senior Manager	Cigna
Todd	Andrews	Vice President	Goodwin College
David	Beber	Director	Avangrid
Maryam	Bitar	Attorney	Maryam Bitar Attorney at Law
Lawrence	Davis	Sr. Vice-President	Webster Bank
Jennifer	DiBella	Attorney	Cranmore, FitzGerald & Meaney
Leonardo	Dionicio	Vice President - Technology	SunLife
Lindy Lee	Gold	Sr. Development Specialist	DECD
Keith	Grant	Director	Hartford Healthcare
Matt	Hart	Executive Director	CRCOG
Krystal	Kelly	Vocational Rehab. Counselor	Dept. of Rehabilitative Services
Andrew	Komorow	President/CEO	Planning Across the Spectrum
Stephen	Martocchio	COO	Cooperative Systems
Richard	McGeary	COO	Capital for Change
Sandy	Mello	American Job Center Director	CT Dept. of Labor
Fiona	Mohring	Director	Stanley Black & Decker
Tom	Mongellow	President	CT Bankers Association
Phillip	Montgomery	Director	CBIA
Fernando	Muniz	Executive Director	Community Solutions
John	Nimmons	Business Rep.	Sheet Metal Workers
Tracy	Nixon-Moore	Director	Travelers
Melissa	Otis	Sr. Configuration Developer	Cigna
Bridget	Quinn	President/CEO	Hartford Public Library
Marcy	Reed	Edu. Consultant	CT Dept. of Education
Urvashi	Shah	Director	Stanley Black & Decker
Vinnie	Valente	Training Coordinator	Plumbers Local 777
Stephen	Vaughan	Vice-President	Liberty Bank
Dan	Weiner	Vice-President	University of Connecticut
Susan	White	President/CEO	Atlas Stamping

Appendix A - Intergovernmental Consortium Agreement

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT

BY AND AMONG THE MUNICIPALITIES OF ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON, CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON, ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON, MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE, PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR, SOUTHLINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON, WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into by and among the above-captioned municipalities (the "Municipalities") in or about 2003. The Municipalities (sometimes hereinafter individually a "Party" and collectively the "Parties") collectively constitute the North Central Connecticut Workforce Development Area (the "Local Area").

WITNESSETH

WHEREAS, each of the Municipalities of the Local Area entered into the Agreement pursuant to the Connecticut General Statutes, in order to form the Local Area under the Workforce Investment Act (hereinafter "WIA") and implement a local workforce system for the Local Area; and

WHEREAS, on July 14, 2014 the United States Congress enacted the Workforce Innovation and Opportunity Act, (hereinafter "WIOA") which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Connecticut (the "State"); and

WHEREAS, each of the Municipalities desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

ARTICLE I: AMENDMENT PURPOSE

It is the purpose of this Amendment to re-affirm and restate the duties, powers, and obligations of the Consortium of the Local Area under the Agreement, in order to be in compliance with WIOA.

ARTICLE II: PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a. Each signatory hereof on behalf of a Municipality represents and warrants that he or she has the necessary authority to execute this Amendment to bring the Agreement into compliance with WIOA as it applies to local workforce development areas consisting of multiple units of local government. Each Party through its signatory represents and warrants that it has: (i) complied with any and all municipal and other applicable requirements for amending and restating the Agreement; (ii) becoming a member of the Consortium; and (iii) designating a Representative (as hereinafter defined) to serve and act on the Municipality's behalf. Further, each Party has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to execute this Amendment, as evidenced by the signature of the signatory for such Party which is affixed to the execution pages of this Amendment.

- b. On and after the Effective Date (as hereinafter defined), each Party shall be represented by either its chief elected official or another elected official appointed by such Party, to represent such Party for all purposes hereof (in either case, its "Representative").
- c. The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015 (the "Effective Date"), and that upon such execution and on and after the Effective Date, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to Section 107(c)(1)(B) of WIOA.

ARTICLE III: TERM

- a. The Agreement (as amended hereby) shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The governor of the State (the "Governor") re-designates the Local Area,
 - ii. The date that is forty (40) years after the Effective Date, or
 - iii. Any Party withdraws from the Consortium by giving written notice to the other Parties, at least ninety (90) days prior to the end of a program year for receipt of federal workforce funds.
- b. If any Party so withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such member. The pertinent Municipality shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such Party's withdrawal.
- c. The Agreement shall remain in full force and effect until such time as the Governor has been notified and has taken such action as is appropriate to address designation and services issues for the Local Area.

ARTICLE IV: ORGANIZATION

- a. Consortium Membership and WIOA Chief Elected Official Designation
 - i. Each Representative of a Party shall be either: (a) the chief elected official of his or her respective Municipality; or (b) an elected official designated by such Municipality's governing body to serve as such Municipality's "Chief Elected Official" for the purposes required under WIOA.
 - ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her term of office.
- b. Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business
 - i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives, and shall serve for a two year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year, to follow municipal elections occurring in November of such years.
 - ii. Notwithstanding Section (b)(i) above, the Parties agree that the Officers for purposes of this Agreement and initial WIOA implementation shall be the Mayor of East Hartford, who shall

serve as Chairperson, and the Chairman of the Town Council of Glastonbury who shall serve as Vice Chairperson.

- iii. The term of office of the initial Officers described in Section (b)(ii) above shall begin on the Effective Date and shall extend through December 31, 2017.
- iv. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for regularly scheduled meetings in a manner that accommodates all thirty-seven Municipalities. To that effect the Consortium hereby designates from among its membership the Representatives of the following nine (9) Municipalities to serve as the Council of Elected Officials (the "Council") for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers:
 - Bloomfield
 - Bristol
 - East Hartford
 - Enfield
 - Hartford
 - Manchester
 - New Britain
 - Plainville
 - Windsor Locks
- v. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
- vi. The Council shall elect the Chairperson and Vice Chairperson in accordance with the schedule described in Section b (i) above, based upon a simple majority of the members of the Council constituting a quorum, once a quorum has been seated at its biannual December election meeting.
- vii. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.

c. Duties of the Chairperson

- i. The Chairperson shall call regular and special meetings of the Consortium and of the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and of the Council.
- ii. The Chairperson shall be a member of all Council committees (as hereinafter described), and may vote on all matters which may come before the Consortium and the Council.

d. Duties of the Vice Chairperson

- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
- ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Council.

e. Committees

- i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
- ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
- iii. The Chairperson shall appoint and reappoint the members of any such committee from among the Representatives of the Council or of the Consortium and shall designate the chairperson thereof and fill vacancies thereon; however, any Representative of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.

f. Full Consortium Meetings and Quorum Requirements

- i. Regular Meetings. Unless otherwise specified by resolution of the Consortium, the Annual Business Meeting of the Consortium (as hereinafter described) shall constitute the regular meeting thereof.
- ii. Special Meetings. Special meetings shall be held by call of the Chairperson or by petition to the Chairperson from those Representatives of at least nine members of the Consortium.
- iii. Annual Business Meeting. The Annual Business Meeting, at which a report on the program performance and presentation of the annual audit shall be made, shall be held on a date and place to be selected by the Chairperson, but such meeting shall be held no later than December 31st of each year.
- iv. Call of Meeting. Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless such matter is approved by two-thirds of the Representatives present and constituting a quorum.
- v. Minutes. Minutes of the Consortium meetings and other official actions shall be of public record.
- vi. The Consortium shall follow Robert's Rules of Order for the conduct of meetings of the organization.
- vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.

- viii. Quorum. For conducting the Consortium's business, any nine (9) Representatives shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
 - ix. To the extent allowed by the Connecticut General Statutes, Representatives may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However, Representatives shall make every effort to attend in person.
 - x. Each Representative shall be entitled to a vote at meetings of the Consortium.
 - xi. There shall be no proxy or alternate votes at meetings of the Consortium.
- g. Council Meetings
- i. Regular Meetings of the Council shall be held a minimum of four times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
 - ii. The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
 - iii. Special Meetings. Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.
 - iv. Call of Meeting. Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non- agenda matters may be presented at a meeting of the Council so long as such matters are approved by two-thirds of the Council members present and constituting a quorum.
 - v. Minutes. Minutes shall be kept of all Council meetings and shall constitute a public record.
 - vi. The Council shall follow Robert's Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
 - vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
 - viii. Quorum. Five members of the Council shall constitute a quorum for conducting the Council's business and a majority vote of the quorum shall be sufficient to move an item of business.

Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.

- ix. Should the Council appoint any committees, three (3) Representatives shall be required to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
 - x. To the extent allowed by the Connecticut General Statutes, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However, members shall make every effort to attend in person.
 - xi. Each Council member shall be entitled to a vote at meetings of the Council.
 - xii. There shall be no proxy or alternate votes at meetings of the Council.
- h. Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.
 - ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
 - iii. The Consortium designates the North Central Connecticut Workforce Development Board (the "Workforce Board") to be the sub-grant recipient and Administrative Entity/Fiscal Agent for purposes of receipt of federal WIOA funds.
 - iv. The staff of the Workforce Board shall provide staff and related support to the Consortium and the Council. Such staff shall carry out the policies of the Consortium and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium and Council to carry out their respective business.
- i. Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
 - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
 - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Council from among individuals nominated by local business organizations and business trade associations.

- B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
- iii. Not less than 20 percent of the members of the Workforce Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.
 - A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists
 - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
 - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth..
 - iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
 - A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy
 - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
 - v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
 - vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
 - A. A representative of economic and community development entities

- B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
 - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
 - viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
 - ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
 - x. Appointees to the Workforce Board may represent more than one category of membership however, each such appointee shall only have one vote per issue.
 - xi. All Workforce Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Board appoint a nominating committee to make recommendations to the Council, initially as described (as of the Effective Date) in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
 - xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
 - xiii. Workforce Board Member Terms
 - A. The Council shall appoint the members of the Workforce Board for three-year staggered terms. Members may be reappointed at the pleasure of the Council.
 - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.
 - C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.

- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
1. That a Workforce Board member has had more than 3 unexcused absences, or
 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
 4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V: POWERS DELEGATED TO THE CONSORTIUM, THE COUNCIL AND THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a) The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b) The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c) In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d) The Council has identified the Workforce Board as the entity which shall be responsible for disbursing grant funds.
- e) The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective Municipality. However, in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members liability, to the extent allowed by law.
- f) The Council, pursuant to state and federal legislation regarding workforce investment systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
 - i. The power to contract with the Workforce Board.
 - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring, which shall include receiving quarterly performance reports from the Workforce Board.
 - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
 - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
 - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
 - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Consortium's and Council's policies and decisions so long as they do not conflict with

federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.

- g) To the extent not delegated to and pursuant to an agreement with the Workforce Board, as permitted by USDOL guidance, the Council on behalf of the Consortium shall consult with the Governor on
- i. The reorganization or decertification of the Workforce Board
 - ii. The designation of local areas
 - iii. The designation of regions
 - iv. The establishment and operation of the fiscal and management accountability information system
 - v. Criteria for certifying one-stop centers
 - vi. Equitable and stable infrastructure funding for the one stop system.
 - vii. The local allocation formula for adult, dislocated worker and youth funds
 - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h) The Consortium and Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
 - ii. Their meeting minutes;
The four-year plan and modifications to the plan prior to their submission to the State of Connecticut;
 - iii. The designation and certification of one-stop operators;
 - iv. The process and selection of one-stop operators;
 - v. The award of contracts to providers; and
 - vi. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i) The Council on behalf of the Consortium, together with the Workforce Board shall:
- i. Approve non-mandatory one-stop partners;
 - ii. Comment on the State Plan;
 - iii. Negotiate the local and/or regional performance measures;
 - iv. Enter into regional planning as appropriate;
 - v. Set policy for the Local Area;
 - vi. Enter into an agreement regarding their roles and responsibilities;
 - vii. Work with the Governor in a disaster;
 - viii. Develop the local 4-year plan;
 - ix. Develop 2-year modifications;
 - x. Shall provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
 - xi. Approve investments in youth programs as well as adult and dislocated worker activities;
 - xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
 - xiii. Assure the use and management of funds to maximize performance;
 - xiv. Select and terminate the one-stop operator;
 - xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
 - xvi. Develop the Workforce Board budget;
 - xvii. Decide on use of non-federal funds;
 - xviii. Appeal the Governor's decision to reorganize;
 - xix. Develop and enter into memoranda of understanding with the one-stop partners;

- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI

CONFLICT OF INTEREST AND CONFIDENTIALITY

- a. Consortium and Council Representatives shall not vote on matters coming before them for consideration if
 - i. the matter concerns the provision of services by the Representative or by an entity that the Representative represents; or
 - ii. the matter would provide direct financial benefit to the Representative or the immediate family of the Representative; or
 - iii. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.
- b. Abstention. Consortium and Council Representatives shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c. Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Council.
- d. The Council shall ensure that the Workforce Board adopts a conflict-of-interest policy and a code of conduct.
- e. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium or Council. Representatives shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council to any person or entity not directly involved with the business of the Consortium or Council. Further:
 - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any matter with intent to obtain financial gain for the Representative, the Representative's immediate family or any business with which the Representative is associated.
 - ii. No Representative shall disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any manner with the intent to obtain financial gain for any other person.

ARTICLE VII: GENERAL PROVISIONS

- a. The Parties agree that Capital Workforce Partners, Inc. ("CWP") shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Municipalities, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the

local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained by CWP shall name the thirty-seven Municipalities and Consortium Parties as additional insureds, and shall include, but not be limited to, coverage for directors and officer's liability, professional liability and fiduciaries liability.

- b. The Workforce Board, as the sub-grant recipient, and Administrative Entity/ Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium and its members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person's civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.
- c. It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e. Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective Municipality as the address for such notice
- f. The Consortium shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g. Parties may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h. To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i. The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly approved by the Consortium, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium.
- j. The Consortium authorizes the President/Chief Executive Officer of CWP to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council and CWP, and to enter into agreements for these goods and services, without obtaining prior Consortium or Council authority. Those goods and services procured for service providers and customers currently through CWP's RFP process shall require Workforce Board authority.

- k. This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State, excluding any choice of law provisions thereof; the effect of which would be to apply the substantive law of a State other than Connecticut.
- l. In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m. Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n. All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of the Effective Date, on separate signature pages, on the respective dates which accompany each signature.

Appendix B - Consortium and Board MOU

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CONSORTIUM OF CHIEF ELECTED OFFICIALS

and

CAPITAL WORKFORCE PARTNERS, INC.

This **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** (this "Agreement") is made and entered as of the date last executed below (the "Effective Date"), by and between the **CONSORTIUM OF CHIEF ELECTED OFFICIALS FOR THE NORTH CENTRAL CONNECTICUT WORKFORCE DEVELOPMENT AREA** (the "Consortium"), acting by and through its Council of Elected Officials (the "Council") on the one hand; and **CAPITAL WORKFORCE PARTNERS, INC.** (the "Workforce Development Board") on the other hand. The Consortium acting by and through the Council and the Workforce Development Board are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Consortium represents the municipalities of Andover, Avon, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Britain, Newington, Plainville, Plymouth, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor And Windsor Locks (collectively the "Municipalities"); and

WHEREAS, the Municipalities were designated as a local workforce area under the Workforce Investment Act of 1998; Public Law 105-220 ("WIA"); and

WHEREAS, pursuant to WIA the Municipalities executed that certain Intergovernmental Consortium Agreement creating the Consortium and effective as of July 1, 2003 (the "Original ICA"); and

WHEREAS, the Consortium and the Workforce Development Board's predecessor Capital Region Workforce Development Board, Inc. executed that certain Memorandum of Understanding dated on or about October 23, 2003 (the "Original MOU"), setting out their respective authorities and obligations pursuant to WIA with respect to such local workforce area; and

WHEREAS, The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. 3101 et seq.; Public Law 113 – 128 ("WIOA") has superseded WIA and continues policies for the expenditure of federal funds for workforce programs in local workforce development areas;

WHEREAS, the Municipalities have submitted a request to the Governor of the State of Connecticut (the "Governor") for initial designation as a local workforce development area under WIOA; and

WHEREAS, in conjunction with such request, the Municipalities have entered into an amended and restated Intergovernmental Consortium Agreement (the "ICA") in accordance with WIOA §107 (c)(1)(B), requiring local workforce development areas consisting of multiple units of local government to enter into such agreements to describe how individual governmental units will execute their responsibilities under WIOA; and

WHEREAS, the ICA authorizes the creation of the Council to act for the Consortium for the purposes of carrying out the duties and responsibilities assigned to the Consortium under WIOA; and

WHEREAS, the Council has appointed the members of the Workforce Development Board to serve as the local workforce development board for the local workforce development area represented by the Consortium; and

WHEREAS, the United States Department of Labor at 20 CFR 679.310 (c) provides that the chief local elected officials in a local workforce development area and the local workforce development board appointed by such chief local elected officials may enter into an agreement to describe the roles and responsibilities of the parties thereto; and

WHEREAS, the Governor is requiring that the chief local elected officials and local workforce development boards in the State of Connecticut enter into such agreements describing the roles and responsibilities of the parties thereto; and

WHEREAS, the Consortium and the Workforce Development Board wish to amend and restate the Original MOU so as to satisfy the aforesaid requirements and to bring the Original MOU into compliance with WIOA;

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

I. Initial Matters.

A. Amendment and Restatement.

This Agreement amends and restates the Original MOU in its entirety. On and after the Effective Date, any references to the Original MOU shall be to such agreement as amended and restated hereby.

B. Certain Terms.

Terms used but not defined herein but having definitions or understood meanings pursuant to WIOA or any additional authority required or authorized by, or otherwise related to WIOA, shall have such definitions or meanings.

C. Amendments and Other Changes to WIOA.

References herein to "WIOA" shall be to WIOA as amended, substituted or superseded from time to time after the Effective Date; it being the intent of the Parties that this Agreement shall continue in full force and effect upon such amendment, substitution or superseding, with such changes necessary for consistency with the same.

D. Certain References.

The Parties agree that: (i) all references to either gender shall include the other gender; (ii) the terms "includes" and "including" shall be deemed to be followed by "without limitation"; and (iii) the terms "hereof" and "hereto" refer to this Agreement as a whole and not to any particular section or provision.

E. Council Action on Behalf of Consortium.

The Parties acknowledge and agree that pursuant to the ICA, the Council is authorized to act on behalf of the Consortium. Notwithstanding such authority, the Parties agree that: (i) all references herein to the "Council" shall be understood to mean the Council acting for and on behalf of the Consortium; and (ii) the Consortium may itself act for the purposes hereof whenever: (x) such action is required by applicable law or other authority; or (y) the Consortium deems such action to be appropriate under the circumstances.

II. **Joint and Shared Authorities and Responsibilities of the Parties.** The following shall be the joint and shared authorities and responsibilities of the Parties. The Parties shall from time to time after the Effective Date, agree on policies and procedures necessary or appropriate for the satisfaction of such joint and shared authorities and responsibilities:

- A. Ensuring effective service delivery providing the most beneficial mix of program options to the residents of the Municipalities.
- B. Commenting on the State Plan.
- C. Requiring the staff of the Workforce Development Board comprising the administrative entity for the local workforce development area (the "Administrative Entity") to provide support to the Consortium, the Council and the Workforce Development Board, and to develop a WIOA Local Strategic

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Plan pursuant to federal and state requirements; such plan to: (i) be presented to the Parties for approval in a timely manner; and (ii) include the engagement of workforce stakeholders and employers in its development.

- D. Approving any modifications to such WIOA Local Strategic Plan.
- E. Participating in regional planning if the Parties are assigned to a region that includes units of local government in addition to the Municipalities.
- F. Creating policies for the local workforce development area; such policies to be implemented by the Administrative Entity.
- G. Requiring the Administrative Entity to develop a budget for the local workforce development area, which budget shall be presented annually to the Parties for approval prior to July 1 of each year that this Agreement is in effect.
- H. Requiring the Administrative Entity to bring any modification(s) to the budget to the Parties for approval.
- I. Requiring the Administrative Entity to bring grant applications to the Parties for approval.
- J. Approving the addition of non-mandatory one-stop partners, and considering the extent to which such non-mandatory one-stop partners: (i) will add to the integration of, and access to services through the one-stop system; (ii) agree to share information with the one-stop partners, co-locate in the one-stop center(s) and be a party to any One-Stop memorandum of understanding; and (iii) contribute to the infrastructure of the one-stop system.
- K. Selecting, in accordance with applicable procurement requirements, and terminating the one-stop operator based upon fiscal and program performance of the one-stop operator, and determining the responsibilities of the one-stop operator, including a determination in accordance with state guidance to select the Workforce Development Board to be the one-stop operator.
- L. Working with the Governor in a disaster.
- M. Providing program and fiscal oversight of the workforce system in the local workforce development area, including the development of one-stop certification criteria and requiring the Administrative Entity to provide an annual quality assurance and monitoring plan for approval to the Parties. Such plan shall cover:
 - i. How the Administrative Entity shall monitor its fiscal and program activities;

- ii. How the Administrative Entity shall monitor the fiscal and program activities of its adult and dislocated worker one-stop operator, career services providers and training providers;
 - iii. How the Administrative Entity shall monitor the fiscal and program activities of its youth services providers;
 - iv. How the program and physical accessibility of the one-stop centers shall be assessed, using continuous improvement principles; and
 - v. How to determine that the one-stop operator and one-stop centers are meeting state and local certification criteria.
 - N. Negotiating performance measures with the Governor.
 - O. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
 - P. Approving exceptions to the Eligible Training Provider List.
 - Q. Complying with state and federal conflict of interest rules in the conduct of their business.
- III. **Authorities and Responsibilities of the Workforce Development Board.** The Workforce Development Board shall be responsible for:
- A. Electing its officers.
 - B. Creating such standing and ad-hoc committees as necessary or appropriate.
 - C. Analyzing economic conditions.
 - D. Engaging employers and pursuing employer linkages through intermediaries:
 - i. As a recruitment strategy to identify new Workforce Development Board members;
 - ii. To encourage employer use of the one-stop system;
 - iii. To enhance communication and collaboration among employers, economic development entities and service providers;
 - iv. To ensure that workforce activities meet employer needs and support economic growth; and

- v. To identify and promote strategies and initiatives to meet the needs of employers, workers and job seekers.
- E. Assisting the Governor to develop, collect, analyze and use statewide Wagner Peyser and Workforce Development Board labor market information.
- F. Convening stakeholders to obtain their input as part of the development of the WIOA Local Strategic Plan, and identifying non-federal expertise and resources which can be invested in the local workforce system.
- G. Leading efforts to develop and implement career pathways.
- H. Entering into memorandum(s) of understanding with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system.
- I. Facilitating one-stop partners' integration of intake and case management systems.
- J. Facilitating access to one-stop services, including the development of strategies to take advantage of technology advances.
- K. Selecting career services providers through contract awards, if such services are not delivered by the one-stop operator.
- L. Competitively selecting youth providers on recommendations of the youth standing committee (if established) or determining that a sole source procurement is necessary due to insufficient local youth providers.
- M. Working with the State to ensure sufficient numbers and types of career services and training providers.
- N. Approving eligible training providers and assisting the State of Connecticut with the vetting process for the determination, renewal and termination of the eligibility of training providers.
- O. Approving exceptions to the Eligible Training Providers List.
- P. Ensuring customer choice in the selection of a training provider from the approved state-wide list.
- Q. Coordinating with the WIOA Core Partners to make determinations regarding providers approved for the Eligible Training Provider List.
- R. Reviewing Adult Education and Family Literacy Act provider applications to assure consistency with the WIOA Local Strategic Plan.

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- S. Implementing cooperative agreements between itself and the WIOA Core Partners and one-stop partners, to enhance services for jobseekers, workers and employers.
 - T. Leveraging local resources and capacity, and soliciting and accepting grants and donations from non-federal sources.
 - U. Promoting its one-stop career system, and its program services and activities.
 - V. Maintaining and amending its by-laws.
 - W. Determining whether to implement pay for performance contracts for training and/or the fourteen required youth elements with up to ten percent of the adult/dislocated worker and youth allocations.
 - X. Submitting requests to the Governor for approval of transfers between the adult and dislocated worker funding streams.
 - Y. Setting the adult priorities for receipt of services as a part of the WIOA Local Strategic Plan.
 - Z. Determining current and future local occupations in demand in emerging industries.
 - AA. Determining the criteria for increasing employer On the Job Training wage reimbursements from fifty percent to seventy-five percent.
 - BB. Deciding to use up to twenty percent of the local allocation for incumbent worker training, and setting the amount of the employer contribution to be required.
 - CC. Deciding to use 10% of the adult/dislocated worker allocation for transitional jobs.
 - DD. Determining which support services to offer and how much to allocate to support for participants.
 - EE. Approving the purchase of Directors and Officers Insurance and such other insurance necessary and appropriate to address any liabilities of the Parties and the Parties' members.
- IV. **Authorities and Responsibilities of the Council.** In addition to the joint and shared authorities and obligations in Article II hereof, the Council shall perform the

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following:

- A. Executing the authorities and satisfying the obligations in the ICA.
- B. Appointing the members of the Workforce Development Board in accordance with state and federal guidelines, and with the ICA.
- C. Receiving audits of funds as required and directing the Administrative Entity as necessary to resolve any questions arising from any such audit.
- D. Creating such standing and ad-hoc committees as necessary or appropriate for the exercise of its authorities and obligations, pursuant to relevant authority including federal and state requirements, the ICA and this MOU.
- E. Appointing a Council representative to act as Vice Chair of the Governance Committee of the Workforce Development Board.
- F. Appointing a Council representative to act as a member of the Executive Committee of the Workforce Development Board.

V. **Term of this Agreement.**

- A. The Agreement shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The Governor of the State re-designates the local workforce development area consisting of the Municipalities; or
 - ii. The date that is forty (40) years after the Effective Date.
- B. If any Municipality withdraws from the Consortium, this Agreement shall be modified as necessary to reflect such withdrawal.

VI. **Additional Provisions**

A. Merger

The entire agreement of the Parties with respect to the subject matter hereof is contained herein. The Parties agree that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein and are deemed to be part of this Agreement.

B. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement. Any such amendment or other modification hereto is subject

to the agreement of each Party, and no such amendment or other modification shall be effective unless contained in a writing executed by each Party.

C. Independence of Terms Under This Agreement.

If any term or provision of this Agreement or the application thereof is held invalid or unenforceable pursuant to applicable law, the remainder of this Agreement (or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

D. Notices.

Any notice or other communication between the Parties regarding the subject matter hereof and required by applicable law to be in writing shall be in writing, and shall be deemed to have been duly given if delivered personally to the Party requiring such notice, or if sent by registered or certified mail, return receipt requested.

E. Counterparts.

This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of which when taken together, shall constitute one and the same Agreement.

F. Additional Documents.

Each Party shall execute and deliver such other instruments as may be necessary to best effectuate the intent and purposes of this Agreement and to comply with applicable law.

G. Additional Relevant Authority.

The Parties agree that the ICA, WIOA, the Connecticut General Statutes, and federal and state regulations shall, in addition to this Agreement, govern the authority and the obligations of each Party to the other Party with respect to the subject matter hereof.

H. Binding Agreement.

This Agreement is a binding contract and shall be construed in accordance with the and governed by the laws of the State of Connecticut, other than with respect to the Conflicts of Laws provisions thereof, the effect of which would be to apply the substantive law of a state other than Connecticut.

I. Current Insurance.

The Workforce Development Board shall maintain all insurance in force as of the Effective Date and insuring against the liabilities referenced herein, until such time as new or renewal policies of such insurance are obtained.

J. Support for Obligations


The Parties shall support their joint and individual obligations hereunder, including the costs of insurance and any audit, as well as any other costs incidental to the carrying out of such obligations, by grant funds appropriated by federal, state and other sources and administered by the Administrative Entity, in the manner required by, and consistent with any and all applicable federal, state, local and other requirements and conditions.

[Signature Page to Follow]

Execution Version

IN WITNESS WHEREOF the Parties have executed this Agreement, effective as of the date last indicated below.

CONSORTIUM OF CHIEF ELECTED
OFFICIALS FOR THE NORTH
CENTRAL CONNECTICUT
WORKFORCE DEVELOPMENT AREA

By: 
Its
Duly Authorized
Date: 9/25/15

CAPITAL WORKFORCE PARTNERS,
INC.

By: 
Its
Duly Authorized
Date: 10/8/15

**BY-LAWS OF
CAPITAL WORKFORCE PARTNERS, INC.**

Amended and Approved – January 30, 2025

**ARTICLE I
INTRODUCTION**

Section 1. NAME

The name of this corporation shall be Capital Workforce Partners, Inc. (“the Corporation”).

Section 2. NONSTOCK CORPORATION

The Corporation is organized pursuant to the Revised Nonstock Corporation Act of the State of Connecticut, Chapter 602 of the Connecticut General Statutes, as amended.

Section 3. PRINCIPAL OFFICE

The Corporation shall maintain its principal office in the City of Hartford, County of Hartford, and State of Connecticut.

Section 4. AUTHORITY

The Corporation shall conduct and engage in activities as set forth in the federal Workforce Innovation and Opportunity Act of 2015, P.L. 113-128, as amended from time to time, and the regulations promulgated thereunder (hereinafter referred to as “WIOA”), as well as pursuant to Connecticut General Statutes §33-1000, et seq., as amended from time to time and the regulations promulgated thereunder.

Section 5. LOCAL WORKFORCE INVESTMENT AREA

The Corporation shall conduct its business in a geographical area known as a Local Workforce Investment Area pursuant to WIOA, which includes those municipalities within the North Central Region of Connecticut, as defined and enumerated in the Intergovernmental Consortium Agreement executed by the thirty-seven municipalities located in the North Central Region.

**ARTICLE II
PURPOSE AND FUNCTION**

The Corporation shall function as the North Central Connecticut Region’s designated workforce development board, which is responsible for policy development, planning and programming of resources to create a comprehensive workforce investment system. This includes assessing and addressing the workforce needs of area businesses and investing in the development of human capital within the local investment area. The Corporation shall coordinate a broad range of employment, education, training and related services and other duties and responsibilities as set forth in the various state and federal statutes. The Corporation may engage in such other activities as necessary and proper to carry out its purposes, duties and responsibilities pursuant to WIOA, Connecticut statutes and the Intergovernmental Consortium Agreement, and may engage in other activities including, but not limited to, solicitation and acceptance of contributions, fee for service, and grant funds from any source.

**ARTICLE III
BOARD OF DIRECTORS**

It shall be the goal of all Board of Director members to encourage the firms and organizations they represent to make meaningful contributions to the mission and goals of the Corporation. Such meaningful contributions shall include, but not be limited to, labor, financial or physical resources, advisory or technical assistance and other related in-kind assistance as deemed appropriate and necessary.

Section 1. MEMBERSHIP COMPOSITION

The Board of Directors shall be composed of members in accordance with C.G.S. §31-3j et seq. and any amendments thereto, the federal Workforce Innovation and Opportunity Act, P.L. 113-128, and any amendments thereto, the criteria established by the Governor and the State Workforce Board (CETC), and such criteria as established by the Consortium of Chief Elected Officials of the North Central Region (the "Consortium"). Membership shall represent private business, education, organized labor, community-based organizations, economic development and One-Stop partners in the region. A majority of the members shall be individuals selected from private sector business organizations in order to address the current and future workforce needs of north central Connecticut. Each member shall possess policymaking and senior administrative authority for their respective organizations.

Section 2. NOMINATION AND APPOINTMENT TO BOARD

The Consortium shall solicit nominations and make appointments of members to the Corporation's Board of Directors in accordance with federal and state statutory criteria, the Intergovernmental Consortium Agreement and the Memorandum of Understanding between the Consortium and the Corporation.

The Governance Committee of the Board of Directors shall, along with general purpose business organizations located in the local workforce investment area, forward the names of prospective board members for nomination and appointment to the Board of Directors by the Consortium.

Section 3. AUTHORITY

The governing and policy-making responsibilities of the Corporation shall be vested in the Board of Directors, which shall control its property, be responsible for its finances, and direct its affairs. The Board of Directors shall confirm the Corporation's mission, adopt and amend its bylaws, adopt the Corporation's annual work plans, longer-range goals, and amendments thereto, ratify the selection and termination of the President and Chief Executive Officer and enter into agreements with partner agencies.

The Board of Directors shall have the power to formulate the policies and direct the affairs of the Corporation, and shall have all the powers necessary to carry out the procedures, functions, and duties of the Corporation, subject to those functions it is required to perform in conjunction with the oversight function of the Consortium.

Section 4. DUTY OF CARE

A director shall discharge their duties as a director, including their duties as a member of any committee of the board of directors, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner they reasonably believe to be in the best interest of the Corporation. Regular attendance at board and committee meetings is a fundamental requirement of the performance of one's duties as a director.

Section 5. DUTY OF LOYALTY

A director's primary duty of loyalty shall be to the Corporation when acting in their position as a board member, and directors shall deal in confidence with all information involving the Corporation until there has been a general disclosure of such information. In doing so, directors must be sensitive to any interest they may have that may appear to conflict with the best interests of the Corporation.

Section 6. Standards of Conduct 2 CFR 200.318(c)(1)

The following standards of conduct, which address conflict of interest, govern the action of Board members and officers who engage in any CWP procurement process.

1. No CWP board member or officer shall participate in or cast a vote in the selection of or in the award or administration of a contract supported by a Federal award, if he or she has a real or apparent conflict of interest. Such a conflict shall arise when the board member/officer; *or* any member of his/her immediate family; *or* his/her partner; *or* an organization that he/she belongs to or that employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered or selected for a contract.
2. No CWP board member or officer shall solicit or accept gratuities, favors or anything of monetary value from subrecipients, contractors, potential subrecipients or contractors, or parties to any subaward.
3. No CWP board member or officer shall use any knowledge gained through their position for personal profit or the profit of family or friends.
4. CWP board members and officers shall be alert to organizational conflicts of interest as well as noncompetitive practices among subrecipients and contractors that may restrict or eliminate competition or otherwise restrain trade.

Violations of Standards of Conduct

1. CWP Board of Directors

If the findings of an investigation of a violation of the standards of conduct are that a CWP Board member willingly and intentionally violated the standard of conduct described in Section A above, that board member shall be subject to disciplinary action up to and including removal from the Board.

Section 7. TENURE/TERM LIMITS

Each elected Director shall hold office for a term of three (3) years expiring at the conclusion of the final annual meeting within such term, and until his or her successor is elected. Such terms shall be staggered so that the Board is divided into three (3) classes of Directors with each class containing approximately one third (1/3) of the total number of Directors. However, a Director elected at any other meeting or time shall serve until the next annual meeting of the Board following his or her election.

Directors shall be limited to serving no more than three (3) consecutive full three (3) year terms, for up to nine (9) consecutive years, and shall be eligible for re-election as a Director only after a one (1) year hiatus from service on the Board. The Board reserves the right to waive the maximum limit of nine (9) consecutive years on an individual basis by a supermajority vote constituting two-thirds (2/3) of the seated directors.

Term limits shall be suspended and shall not be counted towards the calculated term limit applicable to Directors for elected Officers of the Board during their term of service.

Notwithstanding the foregoing, a director's term shall end upon his or her death, resignation, or removal as provided in these bylaws.

The Board may, at its discretion, appoint former Directors to serve as Emeritus Directors of the Board, who shall not have the right to vote nor count toward a quorum. The provisions herein regarding the election of Directors, length of term and term limits shall not apply to Emeritus Directors.

Section 8. RESIGNATION

A director may resign at any time by giving written notice to the Corporation. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

Section 9. REMOVAL

The directors, by a majority vote at a Board of Director's meeting where notice of such vote is previously given, may remove one or more directors only for cause. Cause shall be defined to include, but not be limited to, failure to attend three consecutive regularly scheduled meetings, breach of the duty of care, and/or breach of the duty of loyalty as defined in Article II, Sections 4. and 5. herein.

Section 10. VACANCIES

Any vacancy occurring in the Board of Director's membership before the expiration of a Director's term, including a vacancy resulting from an increase in the number of directorships, shall be filled in the same manner as the original appointment to membership on the Corporation's Board of Directors in accordance with Article III, Section 2. herein. Any Director so appointed shall serve for the remainder of the unexpired term. At the expiration of the unexpired term, if duly appointed by the Consortium to the Board of Directors, the Director may be appointed to serve a three-year term regardless of the unexpired term which said director filled.

Section 11. MEETINGS AND NOTICE

A. Regular and Annual Meetings: Regular Meetings of the Board of Directors shall be held in-person, virtually or a combination thereof from time to time during each year as designated by the Board of Directors, with the intent to meet at least six (6) times per year. One such meeting shall be the annual meeting of the Corporation.

B. Special Meetings: Special meetings may be held at any time upon the call of the Chairperson, Vice Chairperson, or any quorum of the Board of Directors.

C. Notice: Written notice of regular or special meetings shall be given at least five (5) business days before the date of the meeting and shall state the purpose, date, time and place of the meeting.

D. Waiver of Notice: Notice of any meeting of the Board of Directors may be waived in writing by all the Directors and, if any Director present at a meeting of the Board of Directors does not protest prior to or at the commencement of the meeting lack of proper notice, such Director shall be deemed to have waived notice of such meeting.

E. Written Consent: The Board of Directors may only take action without a meeting if all members of the board consent to the action in writing. The action shall be evidenced by one or more written consents

describing the action taken and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when all consent documents are delivered to the Corporation. A consent under this section has the effect of a meeting vote and may be described as such in any document.

F. Quorum: A quorum of the Board of Directors shall consist of one over half (1/2) of those members of the Board of Directors, provided, that if fewer than one-half (1/2) of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Official business of the Corporation can be conducted by a majority of the Directors present at a meeting at which a quorum is present, unless a greater number is required by law or these Bylaws.

G. Director's Absence from Meetings: In the event that a Director is unable to attend or participate in a meeting of the Board of Directors, such Director may temporarily appoint another person who holds a leadership and/or decision making position in the entity which the Director represents to attend such meeting. Such designee shall not be counted for the purpose of determining the presence of a quorum at the meeting and shall not be entitled to vote but may otherwise participate in the meeting.

Section 12. VOTING RIGHTS

Except as otherwise provided in these Bylaws, each Director of the Corporation shall be entitled to one vote.

ARTICLE IV OFFICERS OF THE BOARD OF DIRECTORS

Section 1. OFFICERS, QUALIFICATIONS, ELECTIONS, TENURE

The officers of the Board of Directors of the Corporation shall be Directors, and shall include a Chairperson, two Vice Chairpersons of equal stature, Treasurer and Secretary. All officers of the Board of Directors shall be selected from among the representatives of the private sector. Additional officers of the Board of Directors may be created if deemed necessary. All officer positions shall be filled by a majority vote of Directors present at the annual meeting of the Board of Directors. The five officers enumerated above shall serve a one-year term terminating with the annual meeting when election procedures for new officers shall be followed or until their respective successors are elected and qualified.

Section 2. VACANCY

The Chairperson may fill a vacancy in office, subject to ratification by the Board of Directors at their next scheduled board meeting. In the event the office of Chairperson becomes vacant, any Officer can be elected Chairperson-Elect for the remainder of the unexpired term. Thereafter, election procedures shall be followed.

Section 3. POWERS/DUTIES OF OFFICERS

A. Chairperson: The Chairperson shall preside at all meetings of the Board of Directors and the Executive Committee. The Chairperson shall have general responsibility for directing the affairs of the Corporation pursuant to policies, procedures, and programs established by the Board of Directors and pursuant to WIOA, the Intergovernmental Consortium Agreement and these bylaws. He/she shall establish ad hoc committees; appoint ad hoc committee Chairpersons and appoint members at any time as he/she deems appropriate and necessary. Ad hoc committee members may be directors or non-directors, provided that the total number of non-directors sitting on an ad hoc committee does not exceed one-third of the total committee membership. The Chairperson shall act as liaison between the Board of Directors and the

Consortium of Chief Elected Officials and shall attend all appropriate meetings of the Local Elected Officials and report on the Corporation's activities as appropriate and requested. The Chairperson may also designate a Director to fulfill this responsibility.

The Chairperson and the two Vice Chairpersons of the Board of Directors shall be members of all standing committees.

The Chairperson shall have authority amongst the Board of Directors to give direction to the Corporation's Chief Executive Officer and to forward any special requests from the Board of Directors. Together with the Executive Committee, the Chairperson shall conduct performance reviews of to the Corporation's Chief Executive Officer.

If the position of Chairperson becomes vacant or if such Chairperson is permanently absent or otherwise disabled, any Officer in good standing may be elected Chairperson-Elect for the remainder of the unexpired term. Thereafter, election procedures shall be followed.

B. Vice-Chairperson: The two Vice-Chairpersons shall have such powers and perform such duties as the Board of Directors may prescribe or as the Chairperson may delegate. The two Vice-Chairpersons shall work together to assume all duties and responsibilities of the Chairperson should he or she be temporarily absent or unable to serve.

C. Treasurer: In addition to fulfilling the role of Chairperson of the Finance and Audit Committee of the Board of Directors, the Treasurer shall have such powers and perform such duties as the Board of Directors may prescribe or as the Chairperson may delegate to him/her including, but not limited to, the following:

The Treasurer shall oversee the policies and procedures implemented by staff for maintaining custody of the funds of the Corporation and may endorse for collection, checks, notes and other obligations and deposit the same to the credit of the Corporation in such depositories as the Board of Directors may designate. The Treasurer shall also oversee the policies and procedures implemented by staff for maintaining accurate books of account of the Corporation's transactions, which shall be the property of the Corporation and shall be subject at all times to the inspection and control of the Board of Directors.

D. Secretary: It shall be the duty of the Secretary to keep the minutes of all meetings of the Board of Directors; to give notice of all meetings of Directors; to be custodian of the documents of the Corporation and to affix the seal, or cause it to be affixed, to all documents executed on behalf of the Corporation as authorized by the Board of Directors; to have charge of the record of books of the Corporation relating to its organization as a Corporation and to see that the reports, statements, and other documents required by law are properly kept or filed; and in general to perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Board of Directors.

E. Other Officers: Other officers, if additional offices shall be created, shall perform the duties associated with their offices and as assigned to them by the Chairperson.

ARTICLE V COMMITTEES

Section 1. Overview

The affairs of the Corporation may be conducted through standing committees or ad hoc committees, with final decision-making authority and approval to reside with the Board of Directors. At a minimum, there shall be the following Standing Committees: Services Committee, Governance Committee, Executive Committee, and a Finance and Audit Committee. The Standing Committees and Ad-Hocs shall provide the primary review, analysis and recommendations for action to the Board of Directors for carrying out the duties and conducting the affairs of the Corporation and shall report to the Board of Directors on its activities at each board meeting. The Board shall establish such other standing committees as it deems appropriate to conduct the affairs of the Corporation.

The Board shall approve all standing committee chairpersons, or co-chairpersons as the case may be, and the Chairperson of the Board shall appoint all other standing committee members in consultation with the chairperson of each standing committee, respectively. Standing committee members may be directors or non-directors, provided that the total number of non-directors sitting on a standing committee, does not exceed one-third of the total committee membership.

Three members of any Committee shall constitute a quorum at meetings of any Committee.

Section 2. Executive Committee

A. Composition: The Executive Committee of the Board of Directors shall consist of the five elected officers of the Board of Directors, Immediate Past Chairperson of the Board of Directors and one designee of the Consortium Council.

B. Purpose and Duties: The Executive Committee shall be responsible for acting as a standing committee in support of, or on occasion in place of, the full Board of Directors. All of its recommendations shall be forward to the full Board of Directors for action, except where the Board of Directors has delegated authority to act on its behalf. The Executive Committee shall also:

- Serve as the strategic planning body of the Board of Directors, making recommendations for Board of Directors discussion and approval
- Monitor the implementation of the Strategic Plan
- Establish metrics for strategic plan implementation
- Updates the strategic plan as needed
- Oversee the overall assessment of the work performed by Capital Workforce Partners
- Oversee the effective implementation of the Results Based Accountability process
- Monitor the Connecticut Department of Labor common measures and performance standards
- At the discretion of the Chairperson, vet items that contribute to the good and welfare of Capital Workforce Partners and make recommendations to the Board of Directors for action
- Approve the Board of Directors meeting agenda
- Establish the Chief Executive Officer's compensation based on a performance appraisal of the Chief Executive Officer approved by the Committee.

All powers executed by the Executive Committee, where authority to do so was explicitly granted by the Board of Directors, must also be ratified by the full Board of Directors. All Executive Committee meetings will be open for any Board member to attend but shall have no vote except in their position at the full Board of Directors meetings.

Section 3. Finance and Audit Committee

- A. Composition:** The Chairperson shall be the Treasurer of the Board of Directors
- B. Purpose and Duties:** To oversee budget development and monitoring, to engage an annual auditor, and to review and oversee legal and administrative compliance issues regarding all CWP practices and policies. The Committee shall review and recommend the implementation of adequate financial controls and accurate tracking, monitoring, and accountability for funds. It shall also review and approve management’s recommended action for all grant opportunities and shall provide guidance on resource development matters.

Section 4. Governance Committee

- A. Composition:** The Consortium Council will appoint the two Vice Chairpersons.
- B. Purpose and Duties:** To oversee the functionality, communications capabilities and performance of the Board of Directors, and to determine whether and how the board is fulfilling its responsibilities. The Committee shall inform the Board of the Board’s success in meeting its mission and goals. It shall also review, revise and articulate the mission and goals of the Board of Directors, and shall recruit suitable individuals for membership on the Board of Directors.

Section 5. Services Committee

- A. Purpose and Duties:** To oversee the long-and short-term development of the American Job Center One-Stop Services System in North Central Connecticut, the One-Stop Operating Consortium, and contract compliance and performance management of WIOA and all Adult and Youth grant funded services that support jobseekers and Business customers. The Committee shall adopt operational policies for program implementation. It shall also monitor the Corporation’s performance pursuant to WIOA recommendation for Board approval the One-Stop operator and shall participate in all service procurement processes and recommend to the Board on service provider financial allocations. The Committee shall appoint members to the One-Stop Consortium and shall oversee the continuous improvement of employer services.

**ARTICLE VI
BOARD EMPLOYEES**

Section 1. TITLE AND APPOINTMENT:

The Board of Directors shall appoint a President & Chief Executive Officer and fix his/her title and duties as the directors may from time to time deem appropriate. Such President & Chief Executive Officer shall serve at the pleasure of the Board.

Section 2. PRESIDENT & CHIEF EXECUTIVE OFFICER:

The President & Chief Executive Officer shall be the chief operating employee of the Corporation and as such shall have charge and supervision of the day-to-day affairs of the Corporation, including the employment and discharge of all staff employees. He/she shall report and be directly accountable to the Chairperson of the Board of Directors, and accordingly, the Chairperson shall have authority to give him/her direction. The President & Chief Executive Officer shall receive an annual review from the Executive Committee.

**ARTICLE VII
CONFLICT OF INTEREST**

The Board shall comply with the requirements of the Connecticut Revised Non-Stock Corporation Act, any and all Connecticut Department of Labor conflict of interest policies and those restrictions as to conflict of interest as established in Section 107(h) (1&2) of WIOA, which specifically state that Board of Directors members may not:

(1) Vote on a matter under consideration by the local workforce development board regarding the provision of services by such member (or by an entity that such member represents) or that would provide direct financial benefit to such member or the immediate family of such member; or

(2) Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Notwithstanding the foregoing, any Director who has a conflicting interest with any transaction effected or proposed to be effected by the organization shall, in addition to complying with the requirements delineated above, recuse himself/herself from and play no part, directly or indirectly, in any discussion, deliberations or vote on such proposed corporate transaction.

The Board of Directors retains the authority to determine if a Director has an interest respecting a transaction effected or proposed to be affected by the corporation, which is a conflicting interest.

ARTICLE VIII COMPENSATION

The Corporation is a non-profit corporation and all Directors or Officers of the Board of Directors of the Corporation shall serve without compensation for their services to the Corporation, but may be reimbursed for their reasonable expenses and disbursements actually incurred in connection with their duties in accordance with the policy of the Board of Directors.

ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS

The Corporation shall indemnify and reimburse any Director, Officer, member, employee or agent of the Corporation, as the case may be, and any such person's respective heirs, executors, administrators, successors or assigns, to the fullest extent required or permitted by the Revised Nonstock Corporation Act of the State of Connecticut, and Sections 33-1026 and 33-1116 to 33-1125 of the Connecticut General Statutes, including any amendments which may be made from time to time.

ARTICLE X DISSOLUTION

Section 1. DISSOLUTION: The Corporation may be dissolved by an affirmative vote of three-fourths (3/4) of the Board of Directors at any regular or special meeting, provided that at least ten (10) business days written notice of the meeting is given to all Directors.

Section 2. DISPOSITION OF ASSETS: Upon dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the lawful debts and liabilities of the Corporation, dispose of the assets and property of the Corporation to a qualified organization or organizations for purposes consistent with the purposes of the Corporation which at the time shall qualify as an exempt organization under

Section 501(c) of the Internal Revenue Code.

ARTICLE XI BYLAWS

Section 1. AMENDMENTS: The Board of Directors shall have the power to make, amend and repeal these Bylaws, in whole or in part, by the affirmative vote of the majority of the Directors then in office cast at any regular or special meetings of the Board of Directors. Any notice of a meeting of the Board of Directors at which Bylaws are to be adopted, amended or repealed shall include notice of such proposed action and shall be mailed to each Director at least five (5) business days prior to the date of the meeting.

Section 2. EFFECTIVE DATES: These Bylaws and any amendments thereto shall become effective immediately upon adoption and shall be liberally construed.

Section 3. CONFLICT: In the event of any conflict between WIOA or the Intergovernmental Consortium Agreement and these Bylaws and any amendments thereto, WIOA and the Intergovernmental Consortium Agreement, shall prevail.

ARTICLE XII MISCELLANEOUS

Section 1. FISCAL YEAR: The fiscal year of the Corporation shall commence on July 1st.

Section 2. ANNUAL AUDIT REPORTS:

The Finance and Audit Committee shall retain an accountant or firm of accountants to conduct an annual audit of the accounts, records and books of the Corporation.

Section 3. RULES OF ORDER:

Robert's Rules of Order, Revised, when not consistent with these Bylaws, shall govern all matters of parliamentary procedure.

Section 4. SEAL:

The corporate seal of the Corporation shall consist of a circular disc with the name of the Corporation and the words "Connecticut" and "Seal" thereon.

Section 5. DURATION:

The Corporation's existence shall continue unless and until its termination is required by an Act of Congress or the Governor of the State of Connecticut or such termination is effectuated by a requisite vote of the Board of Directors, whichever event shall last occur.